

REQUEST FOR PROPOSAL

**Food Service for Capital Area Recovery Program
Capital Area Human Services District
State Fiscal Year 2016 - 2017**



RFP#: 302236-17197

PROPOSAL DUE TIME & DATE: 4:00 P.M. CT, DECEMBER 9, 2016

**Capital Area Human Services District
November 2016**

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REQUEST FOR PROPOSAL

Food Service for Capital Area Recovery Program Capital Area Human Services District State Fiscal Year 2016 - 2017

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Capital Area Human Services District (CAHSD) was legislatively established in 1996 and enacted in 1997, as a political subdivision of the State of Louisiana, to direct the operation and management of community-based programs and services relative to mental health, addictive disorders, and developmental disabilities, for the parishes of Ascension, East Baton Rouge, Iberville, Pointe Coupee, and West Baton Rouge. The parishes of East and West Feliciana were served by CAHSD through a Memorandum of Understanding with the Louisiana State Department of Health and Hospitals beginning in 1997, and were added to CAHSD during the 2001 Regular Legislative Session. The mission of CAHSD is to facilitate person-centered recovery by empowering people of all ages with behavioral health needs and developmental disability challenges to strengthen relationships, establish independence, and enhance their ability to improve their physical health and emotional wellbeing.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing Food Service for Capital Area Recovery Program (CARP), which is a 40-bed unit that provides social detox along with short-term residential addiction treatment services for men and is located at 2455 Wooddale Blvd., Baton Rouge, LA 70805. Non-profit and for-profit agencies may submit proposals in response to this RFP. The services contracted as a result of this RFP will be managed by CAHSD and provided to CARP consumers. The contract funds shall be used solely for the provision of these services. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of up to twelve (12) months, contingent upon contractor performance, and availability of funding. At the option of CAHSD and with the concurrence of the contractor, this contract may be extended for two additional twelve (12)-month periods at the same price, terms, and conditions. Total contract time may not exceed thirty-six (36) months.

1.1.2 Goals and Objectives

CAHSD is advancing a resiliency, recovery, and consumer focused system of person-centered care utilizing best practices and evidence based practices that are effective and efficient as supported by data from measuring outcomes, quality, and accountability.

1.2 Definitions

- A. CAHSD - Capital Area Human Services District
- B. Contractor - Any person having a contract with a governmental body; the selected proposer.
- C. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- D. FDA - United States Food and Drug Administration
- E. LDH - Louisiana Department of Health.
- F. May and Can - The terms “may” and “can” denote an advisory or permissible action.
- G. Must - The term “must” denotes mandatory requirements.
- H. OPH - LDH Office of Public Health.
- I. Proposer - An organization or individual who responds to this RFP.

- J. RFP - Request for Proposal
- K. R.S. - Louisiana Revised Statutes
- L. Shall and Will - The terms “shall” and “will” denote mandatory requirements.
- M. Should - The term “should” denotes a desirable action.
- N. State - The State of Louisiana

1.3 Schedule of Events

Event	Date
Public Notice of RFP	Wednesday, November 9, 2016
RFP posted and Blackout Period begins	Wednesday, November 9, 2016
Deadline for receipt of written inquiries by 4:00 p.m. CT	Wednesday, November 16, 2016
Deadline for responses to written inquiries	Wednesday, November 23, 2016
Deadline for receipt of written proposals by 4:00 p.m. CT	Friday, December 9, 2016
Proposal evaluations begin	Monday, December 12, 2016
Announcement of contractor selection/award	Thursday, December 15, 2016
Contract execution	Sunday, January 1, 2017

NOTE: CAHSD reserves the right to revise this schedule. Revisions, if any, before the proposal deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the proposal deadline, if any, will be by written notification to the eligible proposers.

1.4 Proposal Submission

Organizations that are interested in providing services described in this RFP must submit a proposal containing information specified in this RFP. The proposal must contain a certified copy of a board resolution, dated within three years, that names and authorizes the individual who can act on behalf of the Proposer to negotiate a contract, on terms and conditions that he/she may deem advisable, to execute documents on behalf of the Proposer, to do all things that are necessary to implement, maintain, amend or renew documents, and to approve and sign invoices.

The proposal must be submitted electronically at <https://www.centralauctionhouse.com/main.php> or received in hard copy (printed) version by the RFP Coordinator on or before the time and date specified in the Schedule of Events. Facsimile or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered at the Proposer's expense to:

Karen Pino, LCSW-BACS, LAC; RFP Coordinator
 CAHSD Community Support Services Contracts
 Capital Area Human Services District
 4615 Government Street, Building Two
 Baton Rouge, Louisiana 70806

Each Proposer shall be solely responsible for ensuring that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Mandatory Qualification for Proposer

For food services described in this RFP, Proposers must be licensed by the State of Louisiana to provide services that require a license, must possess a valid Office of Public Health (OPH) retail food permit, must prepare food in an OPH approved kitchen, and must comply with all applicable provisions of the Louisiana State Sanitary Code.

1.5 Proposal Format

Proposers should respond to this RFP with a single written proposal. Paper must be white and 8.5 inches by 11.0 inches in size. Pages must be single-sided and typed in black ink, single-spaced, using 12-point Times New Roman font, with all margins (i.e., left, right, top, bottom) at least one inch each. Pages should be typed with one column per page and should be numbered consecutively from beginning to end so that information can be located easily during review. Proposals should include the following items in the order listed:

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- B. **Table of Contents:** The proposal should be organized in the order contained herein.
- C. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name, email address, phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet CAHSD's overall requirements in the timeframes set. It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.
- D. **Company Background and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or with corporate/ governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.4.1.
- E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. The Proposer should:
 - Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of CAHSD;
 - Define its functional approach in providing the services;
 - Define its functional approach in identifying the tasks necessary to meet requirements;
 - Describe the approach to Management and Quality Assurance; and
 - Provide a proposed Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- F. **Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also

specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.4.1.

- G. **Cost Proposal:** The Proposer shall provide the per diem cost (inclusive of travel and all project expenses) for providing all services described in this RFP.
- H. **Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation:** NOT APPLICABLE FOR THIS SOLICITATION.
- I. **Certification Statement:** The Proposer must sign and submit the Certification Statement shown in Attachment I.

1.5.1 Number of Copies of Proposals

For hard copy (printed) submissions, CAHSD requires that six (6) hard copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those officials or agents duly authorized to sign proposals or contracts on behalf of the Proposer. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP, are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to CAHSD's operation which are designated confidential by CAHSD and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CAHSD. The identification of all such confidential data and information as well as CAHSD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CAHSD in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by CAHSD to be adequate for the protection of CAHSD's confidential information, such methods and procedures may be used, with the written consent of CAHSD, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the CAHSD Executive Director. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal

marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Karen Pino, LCSW-BACS, LAC; RFP Coordinator
CAHSD Community Support Services Contracts
Capital Area Human Services District
4615 Government Street, Building Two
Baton Rouge, Louisiana 70806
Phone (225) 925-1860, Fax (225) 362-5319
Email Karen.Pino@LA.GOV

CAHSD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the time and the date specified in the Schedule of Events. CAHSD shall reserve the right to modify the RFP should a change be identified that is in the best interest of CAHSD. Official responses to all questions submitted by potential proposers will be posted at <https://www.centrauctionhouse.com/main.php> and <https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

Only the CAHSD Executive Director has the authority to officially respond to a proposer's questions on behalf of CAHSD. Any communications from any other individuals shall be not binding to CAHSD.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any CAHSD employee or contractor of the CAHSD involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to CAHSD employees, but also to any contractor of the CAHSD. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded. In those instances in which a prospective proposer is also an incumbent contractor, the CAHSD and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the CAHSD and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement. Any bidder, proposer, or CAHSD contractor who violates the Blackout Period may be liable to the CAHSD in damages and/or subject to any other remedy allowed by law. Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- A protest to a solicitation submitted pursuant to R.S.39:1671;

- Duly noticed site visits and/or conferences for bidders or proposers;
- Oral presentations during the evaluation process; or
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.8 Errors and Omissions in Proposal

CAHSD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.9 Changes, Addenda, Withdrawals

CAHSD shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It shall be the responsibility of the proposer to check the websites for addenda to the RFP, if any.

Addenda, if any, will be posted at <https://www.centrauctionhouse.com/main.php> and <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.

1.10 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

1.11 Waiver of Administrative Informalities

CAHSD shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.12 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by CAHSD to award a contract. CAHSD shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in CAHSD's best interest.

1.13 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of CAHSD. Selection or rejection of a proposal shall not affect this right.

1.14 Cost of Offer Preparation

CAHSD shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by CAHSD.

1.15 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract.

1.16 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code 34:136. CAHSD must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for CAHSD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.17 Use of Subcontractors

CAHSD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with CAHSD, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of CAHSD.

1.18 Written or Oral Discussions/Presentations NOT APPLICABLE TO THIS SOLICITATION.

1.19 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.20 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by CAHSD, which will determine the proposal most advantageous to CAHSD, taking into consideration price and the other evaluation factors set forth in the RFP.

1.20.1 Best and Final Offers (BAFO)

CAHSD reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist CAHSD in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers. The written invitation to participate in BAFO will not obligate CAHSD to a commitment to enter into a contract.

1.21 Contract Award and Execution

CAHSD shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. CAHSD shall reserve the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by CAHSD. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or

exact contract deviations that its organization wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer. If the contract negotiation period exceeds five (5) business days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, CAHSD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s). CAHSD reserves the right to make multiple awards. CAHSD will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly. The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency. The award of a contract shall be subject to the approval of the CAHSD Executive Director.

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.24 Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with CAHSD for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of CAHSD before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to CAHSD and consented to by CAHSD in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, CAHSD, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to CAHSD. Such insurance shall name CAHSD as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by CAHSD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

1.25 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless CAHSD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of CAHSD. If applicable, Contractor will indemnify, defend and hold CAHSD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against CAHSD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that CAHSD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, CAHSD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii)

Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for CAHSD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to CAHSD up to the dollar amount of the Contract. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

CAHSD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.26 Payment

Payment terms shall be negotiated with the successful Proposer.

1.27 Termination

1.27.1 Termination of the Contract for Cause

CAHSD may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that CAHSD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CAHSD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CAHSD to comply with the terms and conditions of this contract provided that the Contractor shall give CAHSD written notice specifying CAHSD agency's failure and a reasonable opportunity for CAHSD to cure the defect.

1.27.2 Termination of the Contract for Convenience

CAHSD may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.28 Assignment

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of CAHSD. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CAHSD.

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of CAHSD and shall, upon request, be returned by Contractor to CAHSD, at Contractor's expense, at termination or expiration of the contract.

1.32 Entire Agreement/Order of Precedence

This contract, together with the RFP and addenda issued thereto by CAHSD, the proposal submitted by the Contractor in response to CAHSD's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.33 Contract Changes

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.34 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of CAHSD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any CAHSD or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of CAHSD's or Contractor's reasonable control, as the case may be, CAHSD or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in the proposal.

1.35 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to: R.S.39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP; and the contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.36 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

1.37 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.38 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

PART II: SCOPE OF WORK/SERVICES**2.1 Overview**

Contractor shall provide food service for Capital Area Recovery Program (CARP), which is a 40-bed unit that provides social detox along with short-term residential (24/7) addiction treatment services for men and is located at 2455 Wooddale Blvd., Baton Rouge, LA 70805.

Staffing Contractor is responsible for providing staff to fulfill the scope of work. The proposal must include an organizational chart with clearly depicted lines of authority for contract staff. The contractor is required to provide CAHSD with phone, fax, email, and in-person access to appropriate contract staff twenty-four (24) hours a day, seven (7) days a week, during business hours, after hours, weekends, and

holidays. The proposal must include a written Continuity of Operations Plan that will ensure continued contract staffing and service delivery to consumers during disasters (e.g., pandemic flu, hazardous materials incident, fires, flooding, severe storms, hurricanes, tornadoes).

Communication For concerns related to completion of the contract work, the contract staff communicates with their own direct supervisor. For concerns related to contract technical assistance, contract invoices, or other contract matters, the contractor communicates with the CAHSD Contract Monitor. If the complainant is a consumer, the consumer is required to follow the process outlined in the Notification of Grievance Procedure provided by CARP.

Personnel Files Contractor shall maintain a written Drug Free Workplace Policy and personnel files on all staff, which include copies of valid Louisiana picture IDs, proof of current driver's insurance, results of annual driving record checks, job descriptions, validations of qualifications, verification of credentials, references, signed statements of confidentiality, results of annual criminal record checks, performance evaluations, and evidence of orientation training as well as annual trainings completed by staff.

Fiscal Records Contractor shall employ record-keeping and receipt procedures that will provide an audit trail for expenditures made and income received. Appropriate financial documentation for invoices must be submitted monthly to CAHSD. CAHSD is responsible for the technical direction of the contract which includes receiving and accepting all reports relative to services, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of this contract, failure of the contractor to submit required reports when due, or failure to perform or failure to deliver required work or services will result in the withholding of payments under the contract.

Contractor shall have an annual audit conducted by an independent certified public accountant, and it must be submitted within six (6) months of the end of the contractor's business year. Two (2) copies of the audit should be sent to LDH-Fiscal Management (P.O. Box 91117, Baton Rouge, LA 70821-3797) and two (2) copies to CAHSD-Administration (4615 Government St., Baton Rouge, LA 70806). By law, seven (7) copies (six bound and one unbound) of the audit must also be submitted to the Office of the Legislative Auditor (P.O. Box 94397, Baton Rouge, LA 70804). All audit copies must be submitted prior to the start of the contract. The cost of the audit is the responsibility of the contractor.

Fraud and Abuse The contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities. Such policies and procedures must be in accordance with state and federal regulations. The contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

Monitoring Contractor agrees that all work performed under this contract shall be monitored by CAHSD. On-site review of contractual performance shall be conducted quarterly, or more frequently as necessary. Contractor shall respond to corrective actions indicated as necessary within time frames stipulated by CAHSD.

2.2 Period of Agreement

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of up to twelve (12) months, contingent upon contractor performance, and availability of funding. At the option of CAHSD and with the concurrence of the contractor, this contract may be extended for two additional twelve (12)-month periods at the same price, terms, and conditions. Total contract time may not exceed thirty-six (36) months.

2.3 Tasks and Services

Contractor shall provide food service for Capital Area Recovery Program (CARP), a licensed residential addiction treatment facility for adult males, located in Baton Rouge, Louisiana. The contractor must deliver three (3) fully prepared meals per day (i.e., breakfast, lunch, and dinner, including beverages and condiments) and an evening snack, 365 days per year for the forty (40) bed facility. The contractor must prepare meals under the direction and approval of a licensed dietician who is maintained for the duration of the contract. Food must be such quality and in such quantity as to meet FDA dietary guidelines and the orders of the authorized licensed prescriber. Milk and milk products shall be Grade A and pasteurized. The contractor must be able to prepare special meals as needed to meet the dietary needs of specific clients for religious restrictions (e.g., vegetarian) and per physician's orders (e.g., low sodium diet or diabetic diet). Four (4)-week menus must be submitted at least one week in advance for posting at the facility. Menus shall provide for a sufficient variety of foods and shall vary from week to week. The contractor is not permitted to invoice for missing, spoiled, moldy, or otherwise tainted food. The contractor must have a mechanism for immediately replacing food that cannot be consumed. Daily delivery times for meals are 7:00 a.m., 11:00 a.m., and 5:00 p.m. Contractor will provide vehicle, equipment and supplies necessary to transport food to CARP while maintaining proper food temperatures, and will provide a system of regular temperature checks to confirm that food temperature is correct at time of delivery.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer:

- Contractor shall provide monthly (i.e., 4-week) menus at least one week in advance;
- Menus shall provide for a sufficient variety of foods and shall vary from week to week;
- Contractor shall deliver meals at 7:00 a.m., 11:00 a.m., and 5:00 p.m.; and
- Meals must be such quality and in such quantity as to meet FDA dietary guidelines.

2.6 Scope of Work Elements

Contractor shall provide food services according to the applicable licensing requirements found at the links below:

- LDH - Office of Public Health - Eat Safe Louisiana – Retail Food Permit
<http://www.dhh.louisiana.gov/index.cfm/page/632>
- Louisiana Administrative Code, Title 51 Public Health—Sanitary Code, Part XXIII. Retail Food
<http://doa.louisiana.gov/osr/lac/51v01/51.doc>
- Louisiana Behavioral Health Service Provider Licensing Standards (LAC 48:I.Chapters 56, 57, and 74 and LAC 48.III.Chapter 5), Subchapter N. Additional Requirement for Substance Abuse/Addictive Residential Treatment Programs, §5715. Dietary Services
http://www.dhh.louisiana.gov/assets/medicaid/hss/docs/BHS/20150921_BHS_Regs.pdf

2.6.1 Functional Requirements

Contractor shall provide food service for CARP, a 40-bed licensed residential addiction treatment facility for men, located in Baton Rouge, Louisiana. By signing and submitting a fee for service invoice for reimbursement, Contractor is certifying that all fees are correct and just, and that goods have been delivered and services rendered in accordance with applicable state and federal laws.

2.6.2 Technical Requirements

Contractor is required to maintain meal preparation equipment in accordance with state licensing and permit requirements. Purchase of kitchen equipment cannot be billed to the contract. Contractor is responsible for the cost of services provided by a licensed dietician who directs as well as approves the meal preparation and is maintained for the duration of the contract.

2.6.3 Project Requirements

Contractor must be licensed by the State of Louisiana to provide contracted services that require a license, must possess a valid OPH retail food permit, must prepare food in an OPH approved kitchen, and must comply with all applicable provisions of the Louisiana State Sanitary Code.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
UNDERSTANDING OF THE PROJECT <ul style="list-style-type: none"> • Documented understanding of the purpose for which the proposal is being made • Thoroughness of proposal 	20
PROJECT REQUIREMENTS <ul style="list-style-type: none"> • Organizational experience and work previously done in this area • Reference to job descriptions of key personnel 	20
FUNCTIONAL APPROACH & METHODOLOGY <ul style="list-style-type: none"> • Detailed description of work to be done • Detailed schedule or target dates for completion of each task 	15
ORGANIZATIONAL STRUCTURE <ul style="list-style-type: none"> • Appropriate number of qualified personnel allocated for project • Clearly depicted lines of authority and Continuity of Operations Plan for All Hazards 	15
BUDGET COST <ul style="list-style-type: none"> • Reasonable cost 	15
PROJECT EVALUATION <ul style="list-style-type: none"> • Description of project management and quality assurance plan • Documentation of community support and references 	15
Total Score	100

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 15 points. Other proposers shall receive cost points based upon the following formula: $BCS = (LPC/PC \times 15)$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed total cost of all proposers
 PC = Total cost of proposer being evaluated

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation NOT APPLICABLE FOR THIS SOLICITATION.

PART IV: PERFORMANCE STANDARDS**4.1 Performance Requirements**

Measurable outcomes include the following:

- Contractor shall provide monthly (i.e., 4-week) menus at least one week in advance 95% of time;
- Menus shall provide for a sufficient variety of foods and shall vary from week to week 95% of time;
- Contractor shall deliver meals at 7:00 a.m., 11:00 a.m., and 5:00 p.m. 95% of time; and
- Meals must be such quality and in such quantity as to meet FDA dietary guidelines 95% of time.

4.2 Performance Measurement/Evaluation/Monitoring Plan

Contractor agrees that all work performed under this contract shall be monitored by CAHSD.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements NOT APPLICABLE FOR THIS SOLICITATION.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges that he or she has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: CAHSD requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the contact person and fill in the information below (print or type clearly):

Official Contact Name & Title: _____

E-mail Address: _____

Phone & Fax Numbers (with area code): _____

Mailing Address with City/State/Zip: _____

Proposer shall certify that the above information is true and shall grant permission to CAHSD to contact the above named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of the Proposer's Authorized Representative/Signatory's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that his/her company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed at <https://www.sam.gov/portal/SAM/#1>

Authorized Representative/Signatory Name & Title:

Organization Name: _____

Organization E-mail Address: _____

Organization Phone & Fax Numbers (with area code): _____

Organization Mailing Address with City/State/Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE